

Contract

This contract regarding the procurement of registered trademarks is made of

(Date)

between

BRANDWAY (Deutschland) GmbH ('BRANDWAY'), having a place of business at
Jungfernstieg 34, 20354 Hamburg, Germany

and

('Party to the contract')

BRANDWAY is active as an intermediary in the procurement of trademarks and has access to trademarks belonging to third parties, in particular to trademarks registered for pharmaceutical products. The Party to the contract is interested in acquiring trademarks.

The basis for the procurement of trademarks is an order for the services of BRANDWAY placed by the Party to the contract. Both parties shall endeavour to conclude the business in a fair and constructive way.

Hence the following is agreed:

1. Confidential Information

For purposes of this Agreement, the term "Confidential Information" means all non-public and/or proprietary information owned or possessed by BRANDWAY, whether existing before the date of this Agreement or created hereafter, including, without limitation: technical or scientific data, unpublished findings, biological material, know-how, specifications, processes, techniques, patent applications, algorithms, programs, designs, drawings or formulae; and any engineering, manufacturing, marketing, financial or business plan. To be treated as Confidential Information, the information must be marked "CONFIDENTIAL" or, if disclosed orally, promptly thereafter designated as confidential in writing.

2. Limited Use of Confidential Information

The Party to the contract shall use Confidential Information received from BRANDWAY under this Agreement solely for the purpose of evaluating a potential business, scientific and/or technical relationship.

3. Nondisclosure of Confidential Information

The Party to the contract will use commercially reasonable efforts to maintain the secrecy of the Confidential Information received from BRANDWAY, for a period of five (5) years from the date of this Agreement. During that time, the Party to the contract will not disclose to any person any Confidential Information of BRANDWAY without the prior written consent of BRANDWAY. The confidentiality obligations shall not apply to information that is subject to at least one of the following circumstances:

- a. the information is now, or hereafter becomes, through no act, or failure to act, of the Party to the contract, generally known or available to the public;
- b. the information is known by the Party to the contract before it receives the information from BRANDWAY;
- c. the information is furnished to the Party to the contract by a third party who did not acquire the information directly or indirectly from BRANDWAY;
- d. the information is independently developed by the Party to the contract without use or knowledge of the Confidential Information; or
- e. the information is required by law or by order of any court or governmental authority to be disclosed by the Party to the contract. In that event, however, the Party to the contract must give BRANDWAY sufficient advance written notice to permit it to seek a protective order or other remedy to protect such Confidential Information. The Party to the contract may disclose only the minimum Confidential Information required to be disclosed, whether or not a protective order or other remedy is in place.

4. Disclosure of Confidential Information to Party's Employees

The Party to the contract will ensure that any of its employees or representatives who receive access to the Confidential Information of BRANDWAY are legally obligated to maintain the confidentiality of such Confidential Information.

5. Return of Documents and Property

The Party to the contract shall promptly return all Confidential Information upon the request of BRANDWAY; in such case, the Party to the contract may retain one (1) confidential copy of the returned Confidential Information under the control of its counsel, solely to evidence the scope of its confidentiality obligations hereunder.

6. No License

This Agreement shall not be construed to grant to the Party to the contract any license or other right to the patent, trademark, copyright or other intellectual property of BRANDWAY, whether or not related to the Confidential Information.

7. Commission fee

In the case of a successful procurement of one or more registered trademarks to the Party to the contract, BRANDWAY is entitled to a commission amounting to 15% of the purchase price, at least, however, to EUR 2.560.--. The buyer has to pay the commission immediately after the purchase agreement has been signed. VAT is not included in the commission.

8. Liability

BRANDWAY accepts no liability whatsoever in connection with the trademarks offered for sale. All offers may be subject to prior sale unless otherwise agreed.

9. Period of Exchange

The exchange of Confidential Information under the terms of this Agreement may occur during the period ending one year from the date hereof. If this Agreement is extended by mutual written agreement of the parties, the five-year confidentiality period described in paragraph 3 above will begin on the date of the extension.

10. No Conflict

The party to the contract confirms to BRANDWAY that the terms of this Agreement do not conflict with any of its outstanding obligations to any other person.

11. Effect

This Agreement represents the entire agreement between the Party to the contract and BRANDWAY as to the subject matter hereof, and supersedes any prior oral or written understandings. This Agreement may be amended only in writing signed by the Party to the contract and BRANDWAY.

12. Governing Law

This Agreement shall be governed by German laws. Legal domicile is Hamburg.

IN WITNESS WHEREOF, the duly authorized representatives of each party have executed this Agreement as of the date above written.

(Party to the Contract)

By

Name

Title

BRANDWAY (Deutschland) GmbH

(BRANDWAY)

By

Name

Title